U.S. Department of Justice

Washington, DC 20530

OMB NO. 1124-0006; Expires February 28, 2014

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

. Name and Address of Registrant		2. Registration No.
Blank Rome Government Relations LLC	6025	
3. Name of Foreign Principal The Trust Company of the Marshall Islands, Inc. (TCMI)	4. Principal Address of Forei Trust Company Complex Ajeltake Road Ajeltake Island	gn Principal
	Majuro, Marshall Islands M	IH 96960 35
5. Indicate whether your foreign principal is one of the follo Foreign government Foreign political party	•	D/CES/REGISTRATION UN 2011 JUN -8 PM 1:42
☑ Foreign or domestic organization: If either, check☐ Partnership	one of the following: Committee	-8 8 8
☐ Faithership ☐ Corporation	☐ Voluntary group	PA
	Other (specify)	
	Unter (speedy)	Section Street
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant		10 4
N/A	•	
b) Name and title of official with whom registrant N/A	deals	
7. If the foreign principal is a foreign political party, state: a) Principal address N/A		
b) Name and title of official with whom registrant	deals N/A	

8.	If the foreign prin	cipal is not a foreig	n government or a forei	gn political party:	:	
	a) State the	nature of the busin	ness or activity of this fo	reign principal.		
	(a Marsl Adminis Republi	hall Islands corpora strators, Inc. (a Mar c of the Marshall Is	ation) is a private comparishall Islands corporatio	any that is a subs n) . TCMI was de ty and appointed	idiary of the Marshall legated the rights and das the Republic of th	
	b) Is this fo	oreign principal:				
	Supervised	by a foreign govern	ment, foreign political p	party, or other for	eign principal	Yes ⊠ No □
	Owned by a	foreign governmen	nt, foreign political party	, or other foreign	principal	Yes ⊠ No □
	Directed by	a foreign governm	ent, foreign political par	ty, or other foreig	n principal	Yes 🗷 No 🗌
	Controlled b	y a foreign govern	ment, foreign political p	arty, or other fore	eign principal	Yes ⊠ No 🗌
	Financed by	a foreign governm	ent, foreign political par	rty, or other foreig	gn principal	Yes 🗵 No 🗌
	Subsidized i	n part by a foreign	government, foreign pol	litical party, or oth	her foreign principal	Yes □ No 🏻
9.	Explain fully all in	tems answered "Ye	s" in Item 8(b). (If addi	tional space is ne	eded, a full insert page	e must be used.)
	Islands Governme as the Maritime A	ent and was appoir dministrator, are re	nted as the Marshall Isla	nds Maritime Ad d to the Marshall	ministrator. The audit Islands Government o	Authority by the Marshall sed financial records of TCMI, on an annual basis. The official nment.
	Owned by: TCMI i corporation.	s owned by a forei	gn principal, the Marsh	all Islands Maritir	me Administrators Inc.	, a Marshall Islands
	include audited fi TCMI's representa	nancial reports and atives also travel to	d reports on the activiti	es of the corpora meet with cogni	te and vessel registry. zant government offic	o the government, which
	Controlled by and	d Financed by: See	attached.			
10		ncipal is an organiz l, state who owns an		or controlled by a	foreign government, f	oreign political party or D/CES/REGISTRATION UNIT
_		<u> </u>	TO NO.	ECUTION		5 =
			EXI	ECUTION		-
	information set for	orth in this Exhibit	6, the undersigned swea: A to the registration stated accurate to the best of	tement and that he	e/she is familiar with th	at he/she has read the ne contents thereof and that such
7	Date of Exhibit A	Name and Title		. 	Signature	-1-
•	4/7/11		Smith, III			18///
_	<u> </u>	rrincipal			1 /	Ser of

Financed by: All funds received by TCMI are payments for its performance of official governmental functions on behalf of the government of the Republic of the Marshall Islands. TCMI periodically makes payments to the government of the Republic of the Marshall Islands from the funds received by TCMI pursuant to a formula established by the government. TCMI also makes payments from those funds to the International Maritime Organization on behalf of, and at the direction of, the Republic of the Marshall Islands.

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Controlled by: The Republic of the Marshall Islands requires TCMI to make periodic written reports to the RMI government, which include audited financial reports and reports on the

TCMI's representatives also travel to the Marshall Islands to meet with cognizant government

officials to report on TCMI's activities and to receive guidance and direction concerning

Registrant Number 6025

Exhibit A continued

Question (9) continued

activities of the corporate and vessel registry.

performance of TCMI's functions.

Foreign Principal: The Trust Company of the Marshall Islands, Inc.

OMB NO. 1124-0004; Expires February 28, 2014

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

i. Na	me of Registrant	2. Registration No.		
Blar	nk Rome Government Relations LLC	6025	20	NSD/
·	me of Foreign Principal Trust Company of the Marshall Islands, Inc. (TCMI)		1 JUH -8	PES/REGISTRATION UN
	Check App	propriate Box:	P	RAT
4. ⊠	The agreement between the registrant and the above-name checked, attach a copy of the contract to this exhibit.	ed foreign principal is a formal written contract.	If this box is	IDN UM
5. 🗌	There is no formal written contract between the registrant foreign principal has resulted from an exchange of correspondence, including a copy of any initial proposal v	oondence. If this box is checked, attach a copy o	f all pertinen	
6. 🗆	The agreement or understanding between the registrant an contract nor an exchange of correspondence between the part the terms and conditions of the oral agreement or understand	parties. If this box is checked, give a complete d	escription be	low of
7. De	scribe fully the nature and method of performance of the ab	pove indicated agreement or understanding.		
res	ank Rome Government Relations LLC will meet with staff of spect to the U.S. Coast Guard's release of "Volume 1" of the sepwater Horizon oil spill.			

8.	Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
	Blank Rome Government Relations LLC will represent TCMI in connection with outreach and education efforts directed at Congress to address the developments arising from the U.S. Coast Guard's release of "Volume 1" of the Joint Investigation Team's report of investigation into the Deepwater Horizon oil spill.
9.	Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ⊠ No □
÷	If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.
	Blank Rome Government Relations LLC will develop a presentation and leave-behind materials for meetings with Congressional staff to address the developments arising from the U.S. Coast Guard's release of "Volume 1" of the Joint Investigation Team's report of investigation into the Deepwater Horizon oil spill. Specific tasks will include (1) preparing explanatory briefing materials and developing a presentation; (2) meeting with House and Senate Committees; and (3) assessing the need for additional education and outreach to other Congressional staff.
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	.
_	EXECUTION
	n accordance with 28 H.S.C. \$ 1746, the undersigned expense on efficiency of the state of the st
	n accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such
	contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B

Name and Title

Duncan C. Smith, III

Principal

Footnote: Political activity as defined in Section 1(0) of the Act means any activity which the person engaging in believes will, of that the person intends to, in any way influence

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, of that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Registrant Number 6025 Foreign Principal: The Trust Company of the Marshall Islands, Inc. Exhibit B

Attachment to Exhibit B: Formal Written Contract

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Phone:

(202) 772-5928

Fax:

(202) 572-8413

Email:

Remington@BlankRome.com

May 17, 2011

William R. Gallagher, Esquire
Senior Deputy Commissioner of Maritime Affairs
The Republic of the Marshall Islands Maritime Administrator
The Trust Company of the Marshall Islands
11495 Commerce Park Drive
Reston, VA 20191-1507

Re: Joint Investigation Team Report Project

Dear Bill:

We look forward to representing The Trust Company of the Marshall Islands (TCMI) in connection with outreach and education efforts directed at Congress to address and counter the developments arising from the U.S. Coast Guard's release of "Volume 1" of the Joint Investigation Team's report of investigation into the *Deepwater Horizon* oil spill.

BRGR is a Limited Liability Company that is owned by the law firm of Blank Rome LLP, a Pennsylvania limited partnership. However, BRGR is not a law firm. The services BRGR will provide are nonlegal in nature and distinct from the kinds of services that are provided by lawyers.

Some of the legal protections that exist within an attorney-client relationship do not apply to your relationship with BRGR. In an attorney-client relationship, an attorney is ordinarily required to maintain the confidentiality of all information relating to the representation of the client, communications between a client and an attorney, and are legally protected from compelled disclosure under the attorney-client privilege. Attorneys are also prohibited from representing persons with conflicting interests, and are obliged to maintain professional independence.



The Trust Company of the Marshall Islands May 17, 2011 Page 2

These aspects of the attorney-client relationship, which exist because of the Rules of Professional Conduct, and the legal doctrine of attorney-client privilege, do not apply to your relationship with BRGR. Nevertheless, we will use reasonable efforts to protect the confidentiality of information relating to this engagement, including communications between us and any of your agents or attorneys, and will not divulge such information except to the extent we need to do so in order to carry out the engagement or you authorize us to do so. We also undertake to disclose to you and obtain your consent prior to our acceptance, or Blank Rome LLP's acceptance, of any other representation that we know may be adverse to your interests.

Although BRGR is a limited liability company affiliated with the law firm of Blank Rome LLP, you may choose to retain another law firm to obtain legal services that may relate to this engagement, and we will be pleased to cooperate with any other attorneys you may wish to engage. To the extent that you engage Blank Rome LLP or another law firm in connection with this engagement, the attorney-client privilege that exists with respect to your communications with a lawyer may not apply with respect to communications between BRGR and another law firm you may engage (including Blank Rome LLP) or, a corporate law department. Such communications may therefore be subject to compelled disclosure.

Since your company is also a client of Blank Rome LLP, we are required to advise that you may wish to consult with independent legal counsel in connection with engaging BRGR and that other companies provide the kinds of services BRGR provides.

The terms of this engagement letter and the attached Addendum will govern our representation of you. Upon the completion of our services with respect to this matter or transaction, we hope that you will choose to engage our firm to perform additional services for you. Absent an express written agreement to the contrary, the terms of our engagement set forth in this letter and the Addendum will apply to this matter and to other matters which we agree to undertake on your behalf. The terms of this engagement as provided in this letter and Addendum may only be modified in writing signed by a partner of our firm.



The Trust Company of the Marshall Islands May 17, 2011 Page 3

To carry out this outreach and education effort, we would charge a project fee of \$25,000 to cover the period between now and the Congressional recess in August. We request an initial payment of \$10,000 upon receipt of this letter and a \$15,000 payment in August. We would meet or communicate with you on a frequent basis to determine the efficacy of proceeding further each month once the initial period has been completed.

On behalf of BRGR, I thank you for the privilege of continuing to represent you and look forward to serving your interests.

Sincerely,

Kristi L. Remington

Agreed and Accepted:

The Trust Company of the Marshall Islands



ADDENDUM TO ENGAGEMENT LETTER

The policies and practices set forth below apply to our engagement as your representative:

1. Scope of Engagement

Unless otherwise agreed to in writing or we specifically undertake such additional engagement at your request, we will serve only the client named in the engagement letter and not its affiliates, subsidiaries, partners, joint ventures', employees, directors, officers, shareholders, members, owners, agencies, departments or divisions. If our engagement is limited to a specific matter or transaction, and we are not engaged to represent you in other matters, our engagement will terminate upon the completion of our services with respect to such matter or transaction whether or not we send you a letter to confirm the termination of our representation.

You may not rely upon us for legal, business, investment or accounting advice, nor to assess the character or creditworthiness of persons with whom you may deal.

2. Fees

Although we may from time to time, for a client's convenience furnish estimates of fees or charges that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly agreed to by us in writing. Your obligation to pay our fees and costs incurred in connection with the representation is not contingent upon our achieving any particular result.

Absent a written agreement to the contrary, each client named in the engagement letter is jointly and severally liable for all fees and disbursements.

3. <u>Disbursements and Other Charges</u>

In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, overnight delivery and air freight, computerized research, videotape recording, travel (including mileage, parking, air fare, lodging, meals, and ground transportation), long distance telephone, telecopying, word processing in special circumstances, court costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge at any time or from time to time, and the charge may exceed our costs. Unless special arrangements are made, fees and expenses of consultants and professionals (such as experts, investigators, witnesses, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, you or you will be asked to advance to us an estimate of those costs.



4. Conflicts of Interest

It is unavoidable that from time to time conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent, or between or among clients of BRGR and clients of Blank Rome LLP. In these situations, if we are authorized to do so, we would wish to disclose the conflicts to our clients, former clients and prospective clients and consult with them to obtain the clients' or former clients' consents before we may proceed, whether or not we may be required to do so. We wish to confirm that you agree that you will promptly and in good faith consider our requests for consent if we seek them.

5. Termination

You shall have the right at any time to terminate our services and representation upon written notice. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of termination.

We reserve the right upon reasonable notice to cease performing work and to withdraw from the engagement (a) with your consent, (b) for good cause, or (c) for any other reason permitted by law. Good cause may include your failure to honor the terms of the engagement letter, your failure to pay amounts billed in a timely manner, your failure to furnish deposits for fee and costs or to otherwise provide a requested advance for fees and costs, or any fact or circumstance that would, in our view, impair an effective relationship or would render our continuing representation unlawful, unethical or unreasonably burdensome. If we elect to do so, you must take all steps necessary to free us of any obligation to perform further. We will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

6. Litigation Hold/Preservation of Documents

If this engagement involves our representation of you in connection with litigation or an investigation by a governmental agency, it is important that we address the need to put in place a timely and effective program for preserving all relevant documents, including especially your electronic documents and emails. You should immediately suspend any routine document retention policies that may be in effect and consult with us concerning the institution of effective procedures for document preservation. Failure to do so can impair our ability to represent you in this matter and can affect the outcome.



7. <u>Electronic Mail, Other Communications and Records</u>

In the course of our engagement, we recognize the importance of preserving the confidentiality of our communications with you and other information relating to the engagement. However, you and we need to recognize that all means of communication are, to some degree, susceptible to misdirection, delay or interception. E-mail and cellular telephone communications present special risks of inadvertent disclosure. However, because of the countervailing speed, efficiency, and convenience of these methods of communication, we have adopted them as part of the normal course of our operations. Unless you instruct us to the contrary, we will assume that you consent to our use of e-mail and cell phone communications in this engagement. With respect to records and files, BRGR is the sole owner of its files and those files are not within your possession, custody or control.

8. <u>Lobbying Reports</u>

To the extent that our representation of you requires that we register and report lobbying activities under applicable law or to register and report any representation of you that requires registration under the Foreign Agents Registration Act, you authorize us to prepare and file these registrations and reports with the appropriate government authorities and to pay for our preparation of the necessary documents and any related expenses, including filing fees.